

**AGREEMENT**  
**between**  
**THE CITY OF ALBUQUERQUE**  
**and**  
**ALBUQUERQUE CLERICAL and TECHNICAL EMPLOYEES**

**Affiliated with the American Federation  
Of State, County, and Municipal Employees  
(AFSCME, LOCAL 2962, AFL-CIO, CLC)**

**October 9, 2008**



# AGREEMENT

## 0. RECITALS

### **0.1 Preamble**

0.1.1 The parties agree that their respective policies will not violate the rights of any employee covered by this Agreement because of race, age, sex, creed, color, national origin, union, or non-union affiliation. Neither party will tolerate sexual harassment. The parties further agree that they will comply with the Americans with Disabilities Act, the City of Albuquerque Administrative Instruction 7-18 and the Personnel Rules and Regulations.

0.1.2 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, and in the interest of all employees herein covered, and in the interest of the City, to maintain harmony, cooperation, and understanding between the Employer and the employees in the Unit; and to afford protection of the rights and privileges of all employees in the Unit and the Employer; and to insure the continued delivery of services to the citizens of Albuquerque.

0.1.3 The City, the Union, and its members agree that every effort will be made to administer and abide by this Agreement in accordance with the true intent of its terms and provisions to the end of maintaining sound labor management relations.

0.1.4 The Union shall not file a grievance or entertain a grievance filed that only cites paragraphs 0.1.2 and /or 0.1.3 of this section in the grievance.

### **0.2 Authority**

0.2.1 This Agreement has been made and entered into between the CITY OF ALBUQUERQUE (hereinafter referred to as the "Employer" or the "City") and AFSCME LOCAL 2962, the ALBUQUERQUE CLERICAL AND TECHNICAL EMPLOYEES, (hereinafter referred to as the "Union").

### **0.3 Scope of Agreement**

0.3.1 This Agreement relates to the employees of the City in the designated collective bargaining unit. The parties do hereby acknowledge that this Agreement represents an amicable understanding reached by both parties as the result of negotiations of the parties as provided in the City of Albuquerque Labor- Management Relations Ordinance, or as amended.

0.3.2 This Agreement replaces in its entirety any and all previous Agreements and represents the only Agreement of the parties hereto. Neither party has an obligation to open negotiations prior to 60 days before the expiration of this Agreement on any issue that is incorporated into this Agreement or is not addressed by this Agreement. However, by mutual Agreement, the parties may open negotiations at any time.

0.3.3 Under normal circumstances, the Union will be given prior notice of proposed changes in the City or department wide written policies that directly affect bargaining unit employees' working conditions. The Union will be given no less than 5 (five) working days from the time of notice to provide input. This input period may or may not delay implementation, but may require revision or cancellation of the originally proposed policy. The parties may agree to extend time limits by mutual consent. This commitment shall not be interpreted in a manner that limits the City's responsibility to meet and confer in good faith with the Union prior to implementing any change in terms or conditions of employment.

0.3.4 The Union will provide input through the Office of Employee Relations or Department on changes to policies, rules, and handbooks.

#### **0.4 Recognition**

0.4.1 The City recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions, and all terms and conditions of employment for employees in the Unit described in this "Agreement". The City recognizes the Union as the exclusive bargaining agent for all permanent, non-probationary, full- time and part-time C-Series employees pursuant to the Labor- Management Relations Ordinance.

0.4.2 The City agrees to identify the confidential positions in the C-Series and exclude those positions from the C-Series.

0.4.3 This Agreement will take precedence over any conflicts with the Merit System Ordinance, the Albuquerque Police Department Standard Operating Procedures, Fire Department Operating Procedures (SOP), or Personnel Rules and Regulations except those provisions protected by the Labor-Management Relations Ordinance. It is understood that this Agreement does not supersede the City of Albuquerque Labor-Management Relations Ordinance and that the Labor-Management Relations Ordinance controls where a conflict exists.

0.4.4 All benefits to permanent part-time non-probationary employees will be on a prorated basis.

1 **1. GENERAL LABOR/ MANAGEMENT PROVISIONS**

2  
3 **1.1 Fair Share/ Agency Fee - This section intentionally left blank**

4  
5 **1.2 Dues Checkoff**

6  
7 1.2.1 During the life of this Agreement and upon receipt of a voluntary  
8 authorization for dues deduction card, the City will deduct from the pay of  
9 each employee who has executed an authorization card, membership  
10 dues levied by the Union in accordance with its constitution and by-laws.

11  
12 1.2.2 Employees promoted to a position outside the bargaining unit will be  
13 automatically withdrawn from Union membership by Personnel Action  
14 Form, P-I, processed by the City.

15  
16 1.2.3 Employees wishing to terminate dues deduction may do so during  
17 the first week of January and July. The Union will provide dues deduction  
18 and termination cards. Termination cards must be signed by the Union  
19 President or designated local officer, then forwarded to payroll for  
20 processing within one (1) workweek of receipt.

21  
22 1.2.4 The City agrees to forward to the Local Union all dues withheld  
23 pursuant to valid authorization cards. The Local Union shall designate in  
24 writing to the City where the dues shall be sent.

25  
26 1.2.5 The City agrees that the City Payroll Division will process the  
27 voluntary authorization for dues deduction cards by current pay period,  
28 and will notify Local Union 2962 of the new member status on the bi-  
29 weekly membership roster.

30  
31 1.2.6 The Union shall indemnify, defend and save the City harmless  
32 against any and all claims, demands, suits or other forms of liability that  
33 shall arise out of or as a result of any conduct taken by the City for the  
34 purpose of complying with this section.

35  
36 **1.3 Union Rights**

37  
38 1.3.1 Leave with pay will be granted to one Union Official to attend Labor  
39 Board and Personnel Board meetings or hearings when White Collar  
40 Union issues will be heard and when they are held during the Union  
41 Official's normal work shift. Requests for leave under this subsection must  
42 be made at least three days in advance on the appropriate form P-30, and  
43 must be approved by the Employee Relations Office.

44  
45 1.3.2 Union Stewards shall, after approval from their supervisor, be  
46 allowed reasonable time off with pay to represent employees in grievance

1 hearings in the department in which they are employed. Union stewards  
2 shall, after approval from the Office of Employee Relations, be allowed  
3 reasonable time with pay to represent employees in other departments  
4 with no steward currently serving. Grievants and witnesses in grievances  
5 may, after approval from their supervisor, be allowed reasonable time with  
6 pay to participate in grievance hearings. All requests for leave under this  
7 subsection must be made as far in advance as possible on the appropriate  
8 form P-30. Such approval shall not be unreasonably withheld. Time off  
9 with pay shall not include time spent during non-working hours.

10  
11 1.3.3 Local Union officers and stewards may be allowed sufficient time off  
12 without pay for legitimate Union business such as Union membership  
13 meetings, Union conventions, conferences, workshops, etc. Upon  
14 approval, the employees shall have the option of utilizing any accumulated  
15 vacation time in lieu of taking such leave without pay. Such approval shall  
16 not be unreasonably withheld, nor shall it be considered unreasonable for  
17 management to deny such approval when in the opinion of management,  
18 production or staffing requirements are affected by such absence.

19  
20 1.3.4 The City may provide up to a one-year leave of absence for the  
21 purpose of performing Union related duties on a full-time basis.

22  
23 1.3.5 The Employer agrees that Union officers, staff representatives and  
24 stewards shall have reasonable access to the premises of the Employer  
25 after giving appropriate notice and obtaining approval from management  
26 in charge of the specific work area. Such visitations shall be for the  
27 purpose of administering this Agreement. The Union agrees that such  
28 activities shall not interfere with the operational requirements of the  
29 Employer. The Employer will designate a meeting place or will provide a  
30 representative to accompany Union officials where significant security  
31 requirements exist. Union staff representatives or local Union  
32 representatives may request meetings as needed to prevent, clarify or  
33 resolve a problem.

34  
35 1.3.6 The Union President, Vice-President, Chief Steward, Union Officers,  
36 or other members mutually agreed upon by the parties shall be allowed  
37 reasonable time as determined by the Office of Employee Relations,  
38 during their normal working hours to handle grievances, resolve conflicts,  
39 facilitate the application of this Agreement, or assist in employee  
40 management matters. The Union shall furnish the City a list of Union  
41 representatives. and their respective jurisdictional areas. The city and the  
42 union agree that union official paid leave issues will be resolved through  
43 joint discussions among the union, City and Water Authority.

44  
45 1.3.7 Any representation other than those rights set forth above in this  
46 section by City employees other than the designated representatives is to

1 be performed during non-duty hours or while on vacation time. Any  
2 request for vacation time under this section must be approved in advance  
3 in accordance with City and department policies and procedures.  
4

5 1.3.8 A bulletin board and space shall be furnished by the City for the  
6 posting of official Union notices and other information except religious,  
7 partisan politics, derogatory or discriminatory notices. The bulletin board  
8 will not be used to criticize the Union, any Union policies, any Union  
9 officials, management, any management policies or any management  
10 employees.  
11

12 1.3.9 The City agrees to notify the Union President or designee and all  
13 City employees in the bargaining unit of nominations, elections or  
14 appointments of individuals to the Personnel Board, Labor-Management  
15 Relations Board, Substance Abuse Policy Review and Appeals Board and  
16 other committees that may be formed within the life of this contract.  
17

18 1.3.9.1 Furthermore, the City agrees to allow the Union to serve as  
19 official observer of the elections and the tabulation of the election  
20 results.  
21

## 22 **1.4 Employer Rights**

23

24 1.4.1. The parties incorporate by reference the City Rights set forth in  
25 Sections 3-2-5 and 3-2-7 of the City's labor-Management Relations  
26 Ordinance.  
27

## 28 **1.5 Labor Management Meetings**

29

30 1.5.1 The City or Union may request meetings as needed to prevent,  
31 clarify or resolve a problem. Such meetings shall be for the purpose of  
32 administering this Agreement. The Union agrees that such activities may  
33 not interfere with the operational requirements of the department.  
34

35 1.5.2 The Union and the City shall conduct Labor/Management meetings  
36 at a mutually agreed time and place.  
37

38 1.5.3 Labor-Management meetings will include at least two (2) Union  
39 representatives. Additional union attendees will be mutually agreed upon  
40 by the City and the Union.  
41

42 1.5.4 Union officers and stewards shall have reasonable access to the  
43 premises of the City department after receiving prior approval from the  
44 supervisor in charge. Prior approval shall not be unreasonably denied.  
45 Such visitations shall be for the purpose of administering this Agreement.  
46 The Union agrees that such activities may not interfere with the

operational requirements of the department. The department will designate a meeting place or provide a representative to accompany a Union official or staff representative where significant security requirements exist. Union officers and/or stewards may request meetings as needed to prevent, clarify or resolve a problem.

**1.6 Bargaining Unit Information, Accretion - This section intentionally left blank**

**2. PAY PROVISIONS**

**2.1 Salary Schedule**

2.1.1a The salaries for the bargaining unit for the 2009 Fiscal Year will be increased by 3.0% over the salaries in effect for Fiscal Year 2008. The effective date of salary increases shall be the date the union ratifies the agreement. There shall be no retroactive pay. The application of the 3.0% on the salary schedules will be negotiated by the parties.

2.1.1b The salaries for the bargaining unit for the 2010 Fiscal Year will be increased by 3.0% over the salaries in effect for Fiscal Year 2009. There shall be no retroactive pay. The application of the 3.0% on the salary schedules will be negotiated by the parties.

2.1.2 Top Step Differential: An employee who has occupied the top step of the employee's grade for one (1) year (365 days) will receive twenty-five dollars (\$25.00) per pay period. Once this "top step" status is reached, and the employee does not leave the C-Series bargaining unit, the differential will not be lost if the employee is promoted within the C-Series bargaining unit.

2.1.3 Shift Differential Pay: The Swing Shift differential pay shall be thirty-five cents per hour. The Graveyard Shift differential pay shall be forty-five cents per hour.

2.1.4 During Fiscal Year 2009, the City and the Union shall implement a Bilingual Pay differential subject to the limitations set forth below:

2.1.4.1. The parties will identify and mutually select a technician to prepare the Bilingual test.

2.1.4.2 The test shall be limited to a conversational Spanish component.

2.1.4.3. A maximum of seventy-five (75) applicants shall be tested.



2.1.4.4. Successful applicants shall receive a Bilingual Pay Differential of \$9.23 in each paycheck.

2.1.5 An employee called back to work in addition to the employee's normal work schedule will be guaranteed for each such call-in a minimum of two hours straight time or time and one-half for the actual hours worked, whichever is greater. This provision shall not apply if the assignment immediately follows or precedes a regular work shift. Call in time begins when the employee who was called in reports to his/her workstation.

**2.1.6 T-Series pay:**

2.1.6.1 Probationary period: Newly hired Telecommunications Operator 1 and 2 employees shall serve a one (1) year probationary period. A current City employee who has successfully completed a probationary period with the City shall not be required to complete another probationary period at the City's 911 Call Center.

2.1.6.2 Specialty/Certification Pay: An employee who has successfully completed the requirements for certification as a Call Center Telecommunications Operator shall receive a specialty/certification differential of one dollar (\$1.00) per hour. The employee shall be responsible for providing evidence that the employee has been awarded the certification. The employee will lose the one dollar (\$1.00) differential if the employee fails to renew the certification.

**2.1.6.3 Pay scale**

Step	Grade	Job Code	Probation	2	3	4	5
	C1	CF35AM	15.45	15.97	16.77	17.60	18.48
	C1C	CF30AM	16.45	16.97	17.77	18.60	19.48
	C2	CF36AM	15.76	16.28	17.10	17.95	18.86
	C2C	CF31AM	16.76	17.28	18.10	18.95	19.86

## 2.2 Longevity Pay for Members

2.2.1 Longevity pay will be paid as follows:

Years of Continuous Service	Amount per Pay Period
5 years + 1 month to 8 years	\$27.69
8 years + 1 month to 10 years	\$43.85
10 years + 1 month to 12 years	\$55.38
12 years + 1 month to 15 years	\$60.00
15 years + 1 month to 17 years	\$66.92
17 years + 1 month to 20 years	\$69.23
Over 20 years	\$78.46

## 2.3 Overtime

2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work is generally discouraged. Employees shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours per week.

2.3.2 For the purpose of computing overtime, paid leave will be considered time worked.

2.3.3 Employees required to work on holidays will be paid regular holiday pay plus time and one-half (1-1/2) for the hours actually worked.

2.3.4 A meal period of thirty (30) minutes on non-pay status shall be offered to employees required to work more than two (2) hours beyond their regular shift.

2.3.5 In case of a declared emergency by the Mayor or CAO, employees will work as assigned.

2.3.6 Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior employee is listed first. If overtime is required in a division or section, the division manager or section head shall schedule overtime to employees on the basis of seniority in classification, unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be the most senior. Qualified employees shall be offered overtime work on a rotational basis from the seniority list. The first employee on the list shall be the first to be offered overtime. If any employees on the list have been offered the opportunity to work overtime and they decline the offer, these employees will be placed at the bottom of

the voluntary overtime list for that day. If all employees on the list decline overtime work, the division manager or section head shall assign overtime on a rotational basis in reverse order of the class seniority list.

2.3.7 Overtime work assignments which are immediately adjacent to the end of a work shift will first be offered to the employees who are currently on duty performing the work at the end of the regular shift. Overtime work assignments, which overlap the end of a work shift, will first be assigned to the employees who are performing the work at the end of the regular shift. All other overtime will be administered in accordance with Subsection F.

2.3.8 Employees who decline to work two (2) voluntary overtime assignments during a calendar quarter may be removed from the voluntary overtime list for the duration of the quarter at the discretion of management. Disputes regarding the removal of an employee from the voluntary overtime list will be addressed through the Office of Employee Relations for resolution.

## **2.4 Compensatory Time**

2.4.1 Employees who are required to work overtime in excess of their normal 40-hour work week may choose one and one-half time payment or one and one-half time compensatory time. The employee must make this choice prior to working the overtime assignment.

2.4.2 Employees will be allowed to accrue a maximum of 84 hours (56 hours at one and one-half time) of compensatory time. Approved compensatory time will be used on a first-in, first-out basis, with a maximum retention period of 365 days. Compensatory time not used within 365 days from the date it was accumulated will be paid at the employee's current hourly rate and will be deducted from their compensatory time accruals. For purposes of computing overtime, paid compensatory time is not considered as time worked.

2.4.3 Employees who have compensatory time shall, upon termination of employment, be paid for the unused compensatory time at their current rate of pay if it cannot be scheduled and taken prior to the termination date.

## **3. INSURANCE COVERAGE and BENEFITS**

### **3.1 Premium Costs**

3.1.1 The City has voluntary group hospitalization insurance plans for its employees. The employee must pay 17% of the cost for the employee, the employee and spouse/domestic partner or the employee's dependents if

1 the employee elects to participate in one of the plans. The City will pay the  
2 remaining 83%.

3  
4 3.1.2 The City will pay 83% of the dental premium option selected by the  
5 employee and the employee will pay 17%.

6  
7 3.1.3 The City's Employee Benefits Office and the Union shall work  
8 cooperatively on a joint effort to educate employees on the benefits of the  
9 City's Section 125 Plan which allows employees to exempt from taxation  
10 certain medical and/or child care expenses.

11  
12 **3.2 Insurance Programs - This section intentionally left blank**

13  
14 **3.3 Continuation of Health Insurance - This section intentionally left**  
15 **blank**

16  
17 **4. RETIREMENT PLAN**

18  
19 **4.1 NM Public Employees Retirement Association**

20  
21 4.1.1. The City will continue to provide P.E.R.A. Municipal General  
22 member Coverage Plan 3 to all employees. The City will pay seventy-five  
23 percent (75%) of the Employee's portion with the Employee paying the  
24 remaining twenty-five percent (25%).

25  
26 **5. VACATION LEAVE**

27  
28 **5.1 Vacation Leave**

29  
30 5.1.1 Vacation leave will accrue on a monthly basis from the date of  
31 current permanent employment. A permanent employee separating after  
32 the employee has served for one or more consecutive months shall be  
33 compensated for unused vacation, not to exceed seventy-eight (78)  
34 biweekly accruals computed to the date of separation. Vacation  
35 accumulation will be computed as of the last day of the pay period that  
36 includes December 31 each year and the excess of seventy-eight (78)  
37 biweekly accruals will be dropped from the record. No vacation leave will  
38 be granted before it is accrued. Vacation leave will not be unreasonably  
39 denied. When a legal holiday that would have been a regular work day for  
40 the employee occurs during vacation, it shall not be charged as vacation  
41 leave but as a holiday. Leave without pay may be used to supplement  
42 vacation leave up to the maximum amount of vacation utilized. Hours  
43 worked in addition to the regularly scheduled work cycle will not entitle an  
44 employee to additional benefits. In work units where staffing levels are  
45 such that employees are unable to use their vacation accruals, the City

1 and the Union may negotiate to permit vacation sellback by Memorandum  
2 of Understanding.

3  
4 5.1.2 Pay for accrued vacation leave may be obtained by an employee  
5 before taking the employee's vacation leave, if at least three weeks notice  
6 is given to the employee's department director and the City's central  
7 Payroll Division.

8  
9 5.1.3 In work units where shift work is performed, employees will be  
10 offered the opportunity during the first week of each shift bid cycle to  
11 submit vacation requests for periods of forty hours or more. These  
12 requests will be approved on the basis of seniority by classification within  
13 the work unit, and shift assignment, as staffing levels provide. Employees  
14 may only apply for vacation leave for the amount they have accrued at the  
15 time of their request. Request for vacation leave will only be approved  
16 within the current bid cycle. Within fourteen (14) calendar days of the  
17 employee's request, the employee will be given a written response of  
18 approval or disapproval of leave.

19  
20 5.1.4 Subsequent request for vacation leave will be approved on a first  
21 come, first served basis as staffing levels permit. A response will be given  
22 in reasonable time. If two or more employees submit a request for  
23 vacation at the same time for the same time period, approval will be  
24 granted on the basis of seniority, by classification within the work unit and  
25 shift assignment, as staffing levels permit. An employee may not take  
26 vacation without prior approval of his/her supervisor.

27  
28 5.1.5 In work units where shift work is not performed, vacation requests  
29 will be approved on first come, first served basis, as staffing levels permit.  
30 If two or more employees submit a request for vacation at the same time  
31 for the same time period, approval will be granted on the basis of seniority,  
32 by classification within the work unit, as staffing levels permit. An  
33 employee may not take vacation without prior approval from his/her  
34 supervisor.

35  
36 5.1.6 No employee regardless of work unit or shift will be allowed to use  
37 the employee's seniority and bump another employee from vacation that  
38 has already been approved.

39  
40 5.1.7 The parties may agree to other methods of scheduling vacation by  
41 memorandum of understanding.

## 42 43 **5.2 Vacation Leave Accrual Rates**

			<b>Maximum</b>	<b>Maximum</b>
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<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Accrual per Year (Days)</b>	<b>Accrual per Year (Hours)</b>
1 month to 5 years	40 hours	3.85 hours	12.5 days	100 hours
5 to 10 years	40 hours	4.62 hours	15 days	120 hours
10 to 15 years	40 hours	5.54 hours	18 days	144 hours
15 or more years	40 hours	6.16 hours	20 days	160 hours

## **6. SICK/ ILLNESS LEAVE**

### **6.1 Sick Leave**

6.1.1 This section will be administered throughout every City Department as the sole Sick Leave procedure for Clerical and Technical Employees.

6.1.2 The maximum sick leave accumulation for classified employees will be 1200 hours for a forty (40) hour workweek or a prorated amount for a regular workweek other than forty (40) hours. Sick leave shall accrue at the rate of 3.70 hours per pay period.

6.1.3 Provided the employee has an accrued sick leave balance, sick leave may be granted for absence from duty because of personal illness, illness of a spouse, domestic partner, son, daughter, or parent as these terms are defined in Section 401.11, L. of the City of Albuquerque Rules and Regulations. Personal illness is defined to include scheduled doctor's appointments for health examinations, evaluation and/or treatment. Doctor's appointments may require documentation.

6.1.4 Sick leave used for the following reasons will be exempt from the personal illness as defined in the City of Albuquerque Rules and Regulations:

6.1.4.1 Emergency Leave: when a doctor certifies that an employee's attendance with an ill or injured dependent living in the employee's household is medically necessary.

6.1.4.2 Hospitalization, to include out patient surgery.

6.1.4.3 Leave taken pursuant to the Family Medical Leave Act.

6.1.4.4 Leave taken as a reasonable accommodation pursuant to the Americans With Disabilities Act.

6.1.5 No disciplinary action shall be taken against an employee not in compliance with Subsection 6.1.4, except in the case of a flagrant violation.

1  
2 6.1.6 An employee who makes a false claim for sick leave, signs a  
3 certificate/statement containing a false statement, refuses to be examined  
4 by a doctor selected by the City, or fails to cooperate in any investigation  
5 by the City of the employee's claim for sick leave shall not be entitled to  
6 any leave with pay for the time in dispute. Such actions are considered  
7 just cause for disciplinary action up to and including termination.  
8

9 6.1.7 If a holiday occurs and an employee is on sick leave the employee  
10 will be charged to holiday off.  
11

## 12 **6.2 Sick Leave Conversion**

13  
14 6.2.1 The maximum sick leave accumulation will be 1,200 hours for a  
15 forty (40) hour workweek or a prorated amount for a regular workweek  
16 other than forty (40) hours.  
17

18 6.2.2 Employees who have reached the specified accumulation levels  
19 listed below may exercise one of the available options. The option to  
20 convert sick leave will be offered only in November of each year.  
21 Employees electing to not convert sick leave will continue to accrue sick  
22 leave up to the maximum of 1200 hours.  
23

24 6.2.3 The following conversion formula will be used to convert  
25 accumulated sick leave:  
26

27 6.2.3.1 Sick leave accumulated over 500 hours may be converted  
28 at:

29 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of  
30 vacation, or

31 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash  
32 payment.  
33

34 6.2.3.2 Sick leave accumulation over 850 hours may be converted  
35 at:

36 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of  
37 vacation, or

38 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash  
39 payment.  
40

41 6.2.3.3 Sick leave over 1,200 hours must be converted at:

42 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of  
43 vacation, or

44 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash  
45 payment.

1  
2       6.2.4 Sick Leave Conversion at Retirement  
3

4               6.2.4.1 An employee may convert 100% of accumulated sick leave  
5 to be applied to Early Retirement leave immediately prior to the  
6 effective date of retirement. Employees in Early Retirement are not  
7 entitled to salary increases afforded other City employees.  
8 Employees in Early Retirement are entitled to all benefits except  
9 vacation and sick leave accruals, donated leave and hardship  
10 leave.  
11

12       6.2.5 Sick Leave Conversion at Termination  
13

14       **6.3 Sick Leave Death Benefit**  
15

16               6.3.1 Upon the death of an employee, the City will pay cash to the  
17 designated beneficiary (as identified in the City's life insurance policy) for  
18 100% of the sick leave accrued by the employee. The employee must be  
19 in an employment status that authorized the accrual of sick leave benefits.  
20

21       **6.4 Donation of Sick/ Vacation Leave**  
22

23               6.4.1 Upon exhaustion of FMLA benefits bargaining unit employees may  
24 request donated leave as provided by the Personnel Rules and  
25 Regulations.  
26

27               6.4.2 After exhausting Injury Time benefits, bargaining unit employees  
28 may request donated leave as provided by the Personnel Rules and  
29 Regulations.  
30

31       **6.5 Bereavement Leave**  
32

33               6.5.1 Sick Leave Emergency may be granted for a maximum of three (3)  
34 days in case of death in the employee's, spouse's, or domestic partner's  
35 immediate family. An additional day may be granted for every 500 miles  
36 travel one-way from Albuquerque required to attend funeral services.  
37 Proof of the death may be required.  
38

39       **6.6 Family and Medical Leave Act (FMLA)**  
40

41               6.6.1 The parties agree that the City will comply with the provisions of the  
42 Family Medical Leave Act (FMLA). Questions or concerns dealing with the  
43 FMLA will be addressed through the Human Resources Department.  
44 FMLA Leave will be administered in accordance with the current City  
45 policy implementing Federal FMLA requirements.  
46



1 6.6.2 In the event the City revises its current FMLA policy, the Union will  
2 be given input in writing, through the Office of Employee Relations, prior to  
3 implementation of the policy.  
4

5 6.6.3 The City will evaluate the feasibility of providing health and dental  
6 insurance coverage for those employees on FMLA leave without pay on a  
7 case-by-case basis. If the City provides coverage during this period, the  
8 cost of this benefit shall be reimbursed to the City upon the employee's  
9 return to work.  
10

#### 11 6.6.4 Maternity and Paternity Leave:

12  
13 6.6.4.1 A female employee who has completed probation is eligible  
14 for a leave of absence from City employment for a period of up to  
15 one year, for maternity leave, in accordance with the provisions of  
16 the City Personnel Rules and Regulations and applicable Federal  
17 and State Laws.  
18

19 6.6.4.2 Paternity Leave will be granted in accordance with the  
20 provisions of the Family Medical Leave Act.  
21

22 6.6.4.3 Leave taken by male or female employees pursuant to this  
23 section shall not be counted as personal absence sick leave usage  
24 under Section 21 of this Agreement.  
25

26 6.6.4.4 Departments utilizing a sick leave incentive program will  
27 not penalize the employee from participation in the incentive  
28 program while on approved Maternity and Paternity Leave under  
29 this section.  
30

31 6.6.4.5 Questions or concerns dealing with leave requests under  
32 this section shall be resolved by the Department of Human  
33 Resources.  
34

## 35 7. RECOGNIZED HOLIDAYS

### 36 37 **7.1 Paid Holidays**

38  
39 7.1.1 Holidays for the employees are as follows:  
40

41 New Year's Day	January 1
42 Martin Luther King's Birthday	Third Monday in January
43 Presidents Day	Third Monday in February
44 Memorial Day	Last Monday in May
45 Independence Day	July 4th
46 Labor Day	First Monday in September

1	Veteran's Day	November 11th
2	Thanksgiving Day	Fourth Thursday in November
3	Day After Thanksgiving	Fourth Friday in November
4	Christmas Day	December 25th

7.1.2 Employees working in positions who are not normally required to work holidays may float that holiday with the approval of management. Approval to work holiday must be submitted in writing not later than 48 hours in advance of the holiday. Employees working the holiday will receive straight time pay for the time worked. Floated (Floated Holiday) time must be taken within 180 days of its accrual.

7.1.3 In filling the routine staffing requirements for holidays, the required personnel will be assigned from a roster of those employees who have indicated a desire to work on the holiday, on a rotating basis, or float the holiday based on seniority in classification, by work unit, by shift and by normal workdays. If staffing requirements cannot be met from those who volunteer, then those employees who are required to work shall be assigned on the basis of reverse order of seniority, on a rotating basis, in classification by work unit, by shift and by normal workdays. Employees ordered to work may choose to float the holiday or receive the holiday as specified in paragraph 7.2.1.

7.1.4 All holidays may be designated as a floating holiday by the employee. A floating holiday is available only to those employees who are required to actually work on their holiday. Employees taking this option will accumulate "holiday time" of 1-1/2 hours for each hour worked. Records of "holiday time" will not be added to vacation balances but will be separately tabulated. Employees must use their "holiday time" within 180 days from the date it was accumulated. Employees who fail to use their holiday time within 180 days will be paid for time accumulated at time and one-half and the time will be stricken from their records. "Holiday time" cannot be converted to cash upon termination of employment.

7.1.5 If a contractually designated holiday falls on the first day of an employee's normal days off, the holiday will be observed on the previous day. If a contractually designated holiday falls on the second day of an employee's normal days off, the holiday will be observed on the following day. If a contractually designated holiday falls on the third day of an employee's normal days off, the holiday will be observed on the following day.

## **7.2 Holiday Pay**

7.2.1 The employee shall receive holiday pay, depending on the employee's normal work shift, at the employee's normal hourly rate. For

the purpose of computing overtime, an employee will be credited with holiday time plus the number of hours worked.

7.2.2 An employee called back to work on a holiday will receive a minimum of three hours straight time pay or time and one-half for the hours actually worked, whichever is greater, in addition to holiday pay.

## **8. MILITARY LEAVE**

### **8.1 Members of Organized Reserve Units**

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service and or

8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.

8.1.2 The maximum paid military leave is 240 hours per calendar year for employees, who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

### **8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:**

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue

1 to accrue vacation and sick leave at the same accrual rate as if the  
2 employee was not on active military duty during all periods of active  
3 military duty, regardless of whether the military leave of absence is paid or  
4 unpaid.

5  
6 8.2.2 This accrual shall continue while the employee is in active military  
7 duty status and until the employee returns to City employment, or until the  
8 employee notifies the City of their resignation from City employment or  
9 their intention not to return to City employment at the end of their active  
10 military duty, whichever date is earlier.

11  
12 8.2.3 Any vacation or sick leave accrual allowed to an employee in  
13 active military duty status between September 12, 2001 and October 1,  
14 2004 may not be converted to cash upon the completion of that person's  
15 City employment.

### 16 17 **8.3 Health Insurance Benefits While in Military Active Duty Status:**

18  
19 8.3.1 For employees mobilized to active duty by the President of the  
20 United States on or after September 12, 2001 in support of operations  
21 overseas, in defense of our nation, or in response to national disasters,  
22 the City shall continue to pay the employer portion of health insurance  
23 premiums for that employee to the same extent as if that employee were  
24 not on active military duty status.

25  
26 8.3.2 The employee in active military duty status must continue to timely  
27 make payment of the employee portion of health insurance premiums to  
28 the same extent as if that employee were not on active military duty  
29 status. Failure to do so will result in termination of health insurance  
30 coverage. It is the obligation of the employee on active military duty status  
31 to notify the Benefits Division of the Human Services Department how the  
32 payments will be made.

33  
34 8.3.3 Provided the employee is and remains current on all required  
35 employee contributions to health insurance premiums, the City shall  
36 continue to pay the employer portion of health insurance premiums while  
37 the employee is in active military duty status and until the employee  
38 returns to City employment, or until the employee notifies the City of their  
39 resignation from City employment or their intention not to return to City  
40 employment at the end of their active military duty, whichever date is  
41 earlier

### 42 43 **8.4 Members of Unorganized Reserve Units**

44

1 8.4.1 Employees who are members of unorganized reserve  
2 components, as sanctioned by the State of New Mexico, or the Federal  
3 government, are granted:  
4

5 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid  
6 military leave per calendar year. This leave is for the purpose of attending  
7 organized courses of instruction or training; and or  
8

9 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid  
10 military leave per calendar year if the employee is mobilized to active duty  
11 by the President of the United States in support of operations overseas, in  
12 defense of our nation, or in response to national disasters, or in response  
13 to an emergency declared by the Governor of New Mexico. This leave  
14 may be used only for active duty service.  
15

16 8.4.2 The maximum paid military leave is 240 hours per calendar year  
17 for employees who are members of unorganized reserve units, regardless  
18 of the purpose for which that paid military leave is used.  
19

20 8.4.3 Employees whose military commitment requires leave time in  
21 excess of that granted above may elect to: (1) be placed into unpaid  
22 military leave of absence status; or (2) to use accrued vacation leave, in  
23 whole or in part, during their period of military leave. When an employee  
24 has used all available paid military leave and paid vacation leave, that  
25 employee will be placed into unpaid military leave of absence status for  
26 the balance of their military leave period.  
27

## 28 **8.5 General Provisions** 29

30 8.5.1 In no case shall the hours of paid military leave in a calendar year  
31 exceed the maximum number of hours provided above, even though the  
32 maximum number of hours is calculated by reference to "work days".  
33

34 8.5.2 All military leave pay is paid at the employee's straight-time rate of  
35 pay.  
36

37 8.5.3 Employees working on a part-time basis will be granted paid  
38 military leave on a prorated basis.  
39

## 40 **8.6 Transition Provision** 41

42 8.6.1 Any employee who has received paid military leave prior to  
43 October 1, 2007 in excess of the maximum amount allowable in any  
44 calendar year under the terms of this Agreement shall not be required to  
45 reimburse the City for the excess.  
46

1 9. OTHER LEAVE WITH PAY

2  
3 **9.1 Requests for Paid Leave**

4  
5 9.1.1 Leave with pay is available for the following reasons: vacation,  
6 sickness, injury, emergency, City business, jury duty, voting, annual  
7 military service, education and the employee's birthday. Employees who  
8 work on their birthday shall receive an alternate day off that they must  
9 schedule with the approval of their supervisor within one calendar year  
10 from their actual birthday. This shall not be calculated at time and one-  
11 half.

12  
13 9.1.2 All requests for leave will be submitted for approval on City form P-  
14 30, "Request for Leave of Absence", and will have the necessary  
15 documentation attached. Except in cases of emergency, the form P-30  
16 must be submitted and approved in advance of the requested leave.

17  
18 9.1.3 In case of emergency, if an employee is to be absent from duty  
19 before the necessary forms have been submitted and approved, the  
20 employee must request approval from the employee's immediate  
21 supervisor within a reasonable amount of time before the employee is  
22 regularly scheduled to report for duty.

23  
24 9.1.4 Leave with pay may be authorized for an employee to attend official  
25 meetings where the good of the City service is involved or to conduct the  
26 City's business at a location other than the employee's normal  
27 workstation. Leave with pay may also be considered when an employee's  
28 participation is necessary for official City investigations and for court  
29 appearances when the employee's attendance is required on behalf of the  
30 City.

31  
32 9.1.5 Leave with pay may also be authorized by the Chief Administrative  
33 Officer for services or activities of an employee outside the scope of the  
34 employee's employment that can reasonably be anticipated to directly or  
35 indirectly benefit the City.

36  
37 **9.2 Birthday Leave - This section intentionally left blank**

38  
39 **9.3 Blood Donation Leave - This section intentionally left blank**

40  
41 **9.4 Managerial Leave - This section intentionally left blank**

42  
43 **9.5 Administrative Leave - This section intentionally left blank**

44  
45 **9.6 Hardship Leave**  
46

1 9.6.1 Hardship leave will be provided in accordance with the City of  
2 Albuquerque Rules and Regulations.

3  
4 **9.7 Jury Duty**

5  
6 9.7.1 Any employee who is called to serve required jury duty will be paid  
7 the employee's regular pay for the employee's normal scheduled work  
8 time while serving on jury duty. The employee shall pay over to the City  
9 any fees received for jury duty unless the employee is serving jury duty on  
10 his/her normally scheduled days off.

11  
12 **9.8 Leave to Vote**

13  
14 9.8.1 State Law requires, under certain conditions, all employees who are  
15 registered electors be granted two hours with pay between the opening  
16 and closing of the polls to vote on all election days. Department directors  
17 must grant this time off for voting if requested by employees registered to  
18 vote. Department directors should schedule the time taken so that offices  
19 remain open during the normal working hours and the work of the  
20 department is affected as little as possible. When practicable, the  
21 scheduling preferences of the most senior employees will be honored first.

22  
23 9.8.2 Departments will not grant time off with pay to any employee whose  
24 normal workday begins more than two hours after the opening of the polls,  
25 or ends more than three hours prior to the closing of the polls. Time taken  
26 off for voting can be used for no other purpose. Department directors may  
27 require an employee to prove that he/she is a registered and eligible voter.

28  
29 **9.9 Leave for Annual Physical Examination**

30  
31 9.9.1 Each employee may utilize one-half (1/2) day paid leave during the  
32 '09 Fiscal year for the purpose of undergoing a physical examination. The  
33 leave shall not be deducted from the employee's accumulated paid leave.  
34 Medical documentation by the employee will be required. The  
35 documentation shall verify that the employee used the leave time for the  
36 purposes of undergoing a physical examination. The documentation shall  
37 not violate the employee's confidentiality rights under federal and state  
38 law. Upon approval of an employee's supervisor, this leave may be taken  
39 in conjunction with vacation leave or compensatory time.

40  
41 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

42  
43 **10.1 Absence Without Authorized Leave - This section intentionally left**  
44 **blank**

45  
46 **10.2 Leave Without Pay**

1  
2 10.2.1 All requests for leave without pay require approval of the  
3 department head or the department head's designee, and any request for  
4 leave without pay for two weeks or more requires approval of the Chief  
5 Administrative Officer.

6  
7 10.2.2 An employee may be granted leave without pay for a period not to  
8 exceed one year as a result of sickness or disability when certified by a  
9 medical doctor, or to run for non-City public office, or for additional  
10 vacation time, or for good and sufficient reason which the CAO considers  
11 to be in the best interest of the City.

12  
13 10.2.3 Leave without pay may be granted for the purpose of attending  
14 schools or courses when it is clearly demonstrated that the subject matter  
15 is directly job related or for the purpose of preparing the employee for a  
16 career within the City service. Training provided by technical, vocational  
17 trade schools and colleges approved by the Veteran's Administration will  
18 be accepted by the City under this Subsection.

19  
20 10.2.4 An employee elected or appointed to a full-time non-City public  
21 office will be granted a leave of absence to enable the employee to hold  
22 such office.

23  
24 10.2.5 Time taken off as leave without pay in conjunction with this section  
25 shall be counted as continuous service for calculating seniority for layoff  
26 and shift days off bid. Time taken off on leave without pay for Union  
27 business will be referred back to Section 14, Seniority.

28  
29 **10.3 Leave of Absence - This section intentionally left blank**

30  
31 **11. WORK WEEK**

32  
33 **11.1 Traditional Work Schedules**

34  
35 11.1.1 Traditional work schedules for full-time permanent employees will  
36 consist of forty (40) hours per week, eight consecutive (8) hours per day  
37 on five (5) consecutive days; or ten consecutive (10) hours per day, on  
38 four (4) consecutive days.

39  
40 **11.2 Non-Traditional Work Schedules**

41  
42 11.2.1 Non-traditional work schedules may be implemented for full-time,  
43 permanent employees only after the potentially affected employees and  
44 the Union have been allowed to review, and to provide input concerning  
45 the proposed changes.  
46



### 11.3 Other Work Week Provisions

11.3.1 All bargaining unit employees will be provided the opportunity to work a complete workweek. When temporary conditions are such that normal duties cannot be performed as a result of a lack of equipment or work, alternative duties of benefit to the department shall be assigned to affected employees. The alternate duties shall be within the employees bargaining unit. On a voluntary basis, by mutual agreement between the employee and the supervisor, the employee may utilize accrued vacation or leave without pay. Nothing in this section shall be construed to preclude actions under the Layoff and Recall Section. Concerns over alternate duties will be addressed through the Office of Employee Relations and with Local 2962 President or designee.

11.3.2 Permanent part-time employees are employees who normally work not less than 20 and not more than 40 hours per week. A part-time schedule shall be either half-time (40-hours per pay period) or three-quarter time (60 hours per pay period). The City may flex the hours of a part-time employee within the pay period, provided, however, that the part-time employee's hours are not less than 20 or more than 40 in any work week.

## 12. WORK HOURS

### 12.1 Flex Time

12.1.1 The City and the Union agree to meet and confer at the request of either party, to identify areas where flex time work schedules may be implemented to benefit both the employees and the requirement of the City for productivity. In accordance with this subsection, upon the identification of areas where flex work schedules are to be implemented the City and the Union will meet and confer at the request of either party to ensure the transition.

### 12.2 Stand-By Time

12.2.1 Employees assigned to standby time status shall receive four (4) hours of straight time pay for each twenty-four (24) hour period. Should an employee be unable to complete a standby assignment and another employee has to be assigned, the standby pay for that period will be prorated between the employees who worked the assignment.

12.2.2 Such 24-hour period shall start at the time the employee begins his/her standby status.

1 12.2.3 It shall be the responsibility of the employee placed on standby  
2 status to keep the employee's supervisor informed as to where he/she can  
3 be reached. Standby time shall not be considered time worked for the  
4 purpose of computing overtime payment. It is recognized that employees  
5 on standby status who are provided pagers are not covered by this  
6 section. Employees with pagers are not paid for standby time.  
7

8 12.2.4 An employee who works in a "twenty-four hour/seven days"  
9 section shall not be required to work stand-by.  
10

### 11 **12.3 Change in Work Hours/ Locations**

12

13 12.3.1 The City and the Union recognize the employee's need for  
14 advance notification for changes in work locations/hours to accommodate  
15 problems with childcare and/or transportation. The following time  
16 requirements shall be considered as minimum:  
17

18 12.3.1.1 A permanent change in work hours/locations shall require  
19 a 120-hour advance notice (to include a minimum of 3 working  
20 days) to the employee.  
21

22 12.3.2 The parties recognize that temporary changes in work hours or  
23 locations are solely intended to promote productivity, and to allow flexibility  
24 to respond to the needs of employees and management in addressing  
25 changing work place tasks. Temporary changes in work hours or locations  
26 will not exceed 30 days.  
27

28 12.3.3 A change in work locations shall be defined as a change in the  
29 actual City facility in which an employee works, and shall not include  
30 changing offices or work spaces located within the same facility.  
31

32 12.3.4 Concerns over changes in work hours/locations will be addressed  
33 through the Office of Employee Relations and with the Local 2962  
34 President or designee.  
35

### 36 **12.4 Other Work Hours Provisions**

37

38 12.4.1 Work shifts  
39

40 12.4.1.1 Any employee regularly assigned to the swing or  
41 graveyard shift is entitled to shift differential pay.  
42

43 12.4.1.2 Any shift, which begins between the hours of 3:30 am, to  
44 11:29 am, shall be considered the day shift. For bidding purposes,  
45 shifts that begin between 3:30 am and 11:29 am at a work site shall  
46 be considered as one (1) shift.  
47

1 12.4.1.3 Any shift, which begins between the hours of 11:30 am,  
2 and 7:29 pm, shall be considered the swing shift, and shall be paid  
3 swing differential pay.  
4

5 12.4.1.4 Any shift, which begins between the hours of 7:30 pm,  
6 and 3:29 am, shall be considered graveyard shift, and shall be paid  
7 graveyard shift differential pay.  
8

9 12.4.1.5 Shift differential shall be paid on the basis of the  
10 employees regularly assigned/designated shift. This shall not be  
11 affected by temporary changes in work shifts.  
12

13 12.4.1.6 Shift-days off will be bid for by seniority within  
14 classification within the given work unit, provided management  
15 may require that one-half (1/2) of the unit be made up of employees  
16 with at least one (1) year experience.  
17

18 12.4.1.7 No employee shall be required to work two complete  
19 consecutive shifts or the majority of the second shift, without the  
20 equivalent of one complete shift of non-work status following the  
21 second assignment.  
22

23 12.4.2 Breaks: Employees shall receive one fifteen-minute rest period  
24 during each four consecutive hours worked. The rest period shall normally  
25 be taken in the middle of each four-hour period. Rest periods may not  
26 normally be postponed or accumulated.  
27

28 12.4.3 The City shall give each employee a lunch break of at least thirty  
29 (30) minutes but not to exceed one hour on non-pay status for each work  
30 shift of eight (8) or more hours.  
31

32 12.4.2.1 The lunch period shall occur approximately midway during  
33 the work shift. When a scheduling conflict arises, supervisors will  
34 assign lunch periods by seniority except during an emergency or  
35 unusual situation. The daily lunch schedule will be posted.  
36 Employees will not remain at their workstation (i.e. desk) during this  
37 lunch break as described above.  
38

39 12.4.2.2 In essential service positions, management may provide a  
40 paid lunch period requiring employees to remain at their  
41 workstations.  
42

### 43 13. WORK ASSIGNMENTS

44

#### 45 **13.1 Work Assignments/ Reorganizations**

46

1 13.1.1 If work assignments are to be changed as a result of  
2 reorganization and/or changes in assignment, the parties will agree to  
3 meet and confer to establish dialogue regarding the issues, and to allow  
4 the party with the concern to provide input regarding alternative solutions.  
5 If the parties are unable to reach an agreement upon a solution, the issue  
6 will be referred to the department director and the Union for final input by  
7 the Union and resolution by the department director.  
8

9 **13.2 Light Duty/ Modified Work Assignments - This section intentionally**  
10 **left blank**

11  
12 **14. SENIORITY**

13  
14 **14.1 Seniority Determination**

15  
16 14.1.1 Unless otherwise specifically defined in this agreement,  
17 seniority for the purposes of this Agreement shall be defined as  
18 follows:  
19

20 14.1.1.1 Length of continuous service with the City as a  
21 permanent employee.  
22

23 14.1.1.2 For the purposes set forth in Section 15, Shift-Days  
24 Off Bid, Section 9.8.1, Leave to Vote and Section 2.3, Overtime,  
25 seniority shall be defined as length of continuous service in a  
26 department by classification within a work unit as a permanent  
27 employee.  
28

29 14.1.1.3 Each department will maintain two (2) separate  
30 seniority lists: one (1) for full-time permanent employees and  
31 another for part-time permanent employees. If an employee  
32 transfers from one employment status to another, the employee  
33 will move to the bottom of the seniority list.  
34

35 14.1.1.4 Continuous service will not be interrupted if the  
36 employee was on an approved leave of absence.  
37

38 14.1.1.5 Seniority will be measured from the employee's date  
39 of hire.  
40

41 14.1.2 Ties in seniority will be broken by drawing lots in the presence  
42 of a Union and management representative.  
43

44 14.1.3 The parties agree to meet to resolve issues of shift preference  
45 overtime and holiday seniority caused by the forced transfer of an

1 employee due to job abolishment, to be completed prior to the actual  
2 transfer date.

3  
4 14.1.4 Employees involuntarily transferred to a new work unit due to  
5 reorganization shall retain all seniority rights previously accrued within  
6 the employee's classification within the bargaining Unit.

7  
8 14.1.5 In the instance of two or more non-probationary employees  
9 hired on the same day in the same department, the employee who has  
10 more City seniority will receive the higher Department seniority rights.

## 11 12 15. BIDDING and VACANCIES

### 13 14 **15.1 Shift-Days Off Bid**

15  
16 15.1.1 Employees will be given the opportunity to bid semi-annually on  
17 shift or days off in work units where shift work exists. A Union  
18 representative will be present to assist with the bid. It is the responsibility  
19 of the union to have a representative present. The bidding process will  
20 not be delayed because of a Union representative not being present.  
21 There will be a full-time bidding roster for full-time positions and a part-  
22 time bidding roster for part-time positions in work units where this applies.

23  
24 15.1.2 Bidding for shift or days off will commence during the first ten (10)  
25 calendar days of the months of January and July. The new bid assignment  
26 will then take place at the start of the next full pay period. Management will  
27 provide to the Union President or designee a copy of the new shifts or  
28 days off assignments to be offered one (1) week prior to the bid. Seniority  
29 as defined in Section 32B, of this Contract will be used for the purpose of  
30 bidding for shifts or days off. Employees who change shifts as a result of a  
31 bid must re-submit any scheduled vacation for review and approval within  
32 the new shift assignment.

33  
34 15.1.3 When a vacancy on shifts or days off is to be filled, reasonable  
35 efforts will be made to ensure that it is filled in an expeditious manner. The  
36 initial vacancy will be offered and filled by order of seniority; the second  
37 vacancy created by this process will be offered and filled by order of  
38 seniority; the third vacancy created by this process may be filled at  
39 management's discretion for the duration of the current bid, only. Should  
40 no one bid for these vacancies, reassignments will be made in a reverse  
41 order of seniority.

42  
43 15.1.4 Permanent full-time employees may only bid for full-time positions  
44 and permanent part-time employees may only bid for part-time positions.  
45

1 15.1.5 The Union President may appoint an employee from each  
2 department to provide input into the development and operation of the  
3 bidding process.

4  
5 15.1.6 A supervisor may permit employees to mutually agree to exchange  
6 bidded slots for hardship reasons. The City and the Union must agree.

7  
8 15.1.7 Bidding roster for interim vacancies will be posted for five (5)  
9 working days within the work unit and will be filled on seniority basis  
10 (Section 11 C). The implementation of the results of this bid selection may  
11 only be delayed due to staffing requirements until the vacant position is  
12 filled.

## 13 14 **15.2 Bidding and Vacancy Advertisements**

15  
16 15.2.1 Any employee who believes the employee meets the  
17 qualifications to fill an advertised permanent vacancy may apply for it  
18 by following the procedures set forth by the Human Resources  
19 Department prior to the expiration date of the circular. Employees are not  
20 required to inform their supervisors that they have bid on a circular. An  
21 employee that has been informed that the employee has been selected for  
22 an interview must immediately notify the employee's supervisor to make  
23 arrangements for coverage during the employee's absence. Employees  
24 who fail to comply with this requirement may not be granted paid absence  
25 from their work site for the interviews.

26  
27 15.2.2 City-wide vacancy circulars and addendums will be available to the  
28 President of the Union and to the listed Stewards as provided to the  
29 Human Resources Department and such material may be posted on the  
30 Union's bulletin boards.

31  
32 15.2.3 Bid notice, except for continuing advertisements, shall state the  
33 position, classification, duties, shift assignment, work location and rate of  
34 pay. The shift assignment may change as a result of the exercise of shift  
35 preference.

36  
37 15.2.4 Vacancies will be posted for at least 5 days within the division, the  
38 department and the City. Qualified divisional employees will be given  
39 consideration. The intent of this process is to give serious consideration to  
40 enhance career advancement opportunities to the best-qualified  
41 employees from the division first.

42  
43 15.2.5 Employees who apply for an advertised position, but do not meet  
44 the qualifications will be notified in a timely manner by the Human  
45 Resources Department. Any employee interviewed for a position, and not

1 selected will be notified in writing within fifteen (15) working days from the  
2 time a candidate is selected to fill the vacancy.

3  
4 15.2.6 Upon request of the Union President he/she, the Director of  
5 Human Resources and the Director of the Office of Employee Relations  
6 will meet on a quarterly basis to review and discuss problems with the  
7 promotional process.

8  
9 15.2.7 At the discretion of the Department Director, late bids may be  
10 accepted on divisional and departmental advertisements to accommodate  
11 employees not receiving notice of vacancies in a timely manner.

## 12 13 16. UNIFORMS, WORK DRESS

14  
15 16.1.1 All members of this bargaining unit shall be required to abide by  
16 reasonable and appropriate dress standards, as determined by  
17 management, based upon the requirements of the job.

18  
19 16.1.2 If any changes in the dress code are necessary in a work unit, the  
20 employee affected will be allowed the opportunity to provide input prior to  
21 any changes being made.

## 22 23 17. OCCUPATIONAL HEALTH and SAFETY

### 24 25 **17.1 Safe and Healthy Working Conditions**

26  
27 17.1.1 The City and Union agree within forty-five days of the signing of  
28 this contract, to form a committee to review, initiate, and monitor safety  
29 procedures, policies, and practices within this bargaining unit. This  
30 committee will:

31  
32 17.1.1.1 Evaluate previous bargaining unit injuries to determine  
33 priorities for remedial action.

34  
35 17.1.1.2 Focus the efforts of the City Loss Prevention Division for  
36 providing a safer workplace for White Collar employees.

37  
38 17.1.1.3 Conduct surveys in the work site to help establish new  
39 safety initiatives.

40  
41 17.1.1.4 Develop safety awareness among employees and  
42 management. This committee shall have equal representation  
43 selected by the City and the Union.

44  
45 17.1.1.5 The committee will not initiate or recommend disciplinary  
46 actions.

1  
2 17.1.2 The City shall maintain working conditions at a level consistent  
3 with federal and state health and safety standards. Any alleged violation of  
4 this provision may be addressed through the City's established Executive  
5 Safety Committee. If the Union is not satisfied with the Committee's  
6 disposition of a health and/or safety complaint, the Union may appeal the  
7 decision through this Agreement's Grievance Procedure or with the  
8 appropriate state or federal agency.  
9

## 10 **17.2 Emergency Transportation**

11  
12 17.2.1 Ambulance service, when required, shall be requested  
13 immediately to take on-duty injured employees to an Albuquerque  
14 hospital.  
15

## 16 **17.3 Injury Time**

17  
18 17.3.1 Injury Time shall be applied in accordance with the Merit System  
19 Ordinance and Personnel Rules and Regulations.  
20

21 17.3.2 Injured or disabled employees will be accommodated in  
22 accordance with applicable Law.  
23

24 17.3.3 Employees who exhaust their sick leave after using their injury  
25 leave benefit will be paid their vacation leave balance in a lump sum and  
26 may be granted leave without pay up to one year.  
27

28 17.3.4 It is understood that I-Time protects compensation at full pay (take  
29 home pay). It is further understood that each normal work hour is  
30 protected at full pay (hourly rate) up to 960 hours of protection. The I-Time  
31 protection of income, hour by hour, and Worker Compensation benefit will  
32 continue as provided by law.  
33

## 34 **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**

### 35 36 **18.1 Training and Education**

37  
38 18.1.1 The City, Union and Office of Career Development agree to meet  
39 within 60 days to identify areas where a certification and training program  
40 may be implemented to benefit employee career advancement and the  
41 requirements of the City for productivity.  
42

43 18.1.2 In accordance with this subsection, upon the identification of areas  
44 where certification and training are to be implemented, the City and the  
45 Union will meet and confer to ensure a positive and productive transition.  
46

### 47 **18.2 Educational Leave**



1  
2 18.2.1 Employees are encouraged to pursue job related educational  
3 opportunities under the City's educational assistance program.  
4

5 18.2.2 The conditions of Educational Leave will be administered  
6 according to the Personnel Rules and Regulations, Section 502.2 or as  
7 amended.  
8

9 18.2.3 An employee who successfully completes a "Train the Trainer"  
10 program approved by the City will be certified as an eligible employee  
11 trainer. If the City and the Union jointly identify areas where these trainers  
12 are utilized for training purposes, the certified trainer will receive a training  
13 differential. The differential shall be negotiated by the City and the Union  
14 and memorialized by the parties through a memorandum of  
15 understanding.  
16

17 **18.3 Licenses and Certifications - This section intentionally left blank**  
18

19 **19. POSITION DESCRIPTIONS and SPECIFICATIONS**  
20

21 **19.1 Position Specifications**  
22

23 19.1.1 The official job description of any position within this bargaining  
24 unit shall be maintained by the Human Resources Department. The official  
25 job description of any position may be reviewed by the Union or the  
26 employee for the employee's given position at any time. Any changes or  
27 revisions in the official job descriptions will be provided to all affected  
28 employees in a timely manner. A copy of the official job description of any  
29 bargaining unit position, which is the subject of a grievance, will be  
30 provided to the Union President/designee.  
31

32 19.1.2 It is recognized that job descriptions generally describe jobs  
33 performed within the City but do not precisely define each specific task an  
34 employee may be required to perform as related to the employee's job  
35 description.  
36

37 19.1.3 The City will provide the Union President/designee all proposals of  
38 job description changes with a reasonable amount of time for review and  
39 input.  
40

41 19.1.4 Upon receipt of proposed or actual changes in an employee's job  
42 description, the Union may provide input and/or recommend effective  
43 alternatives through the Employee Relations Department.  
44

45 19.1.5 Employees will not be required to perform duties outside their  
46 classification as a regular assignment. The Union may bring complaints for  
47 working outside classification to the Office of Employee Relations for

1 resolution. Employees working in a higher classification will be  
2 compensated as provided for in Section 20.2 of this Agreement. Lead  
3 employees may oversee and coordinate the work of other bargaining unit  
4 members, but shall not have the authority to hire, terminate, discipline,  
5 transfer or layoff other employees.

## 6 7 20. PROMOTIONAL PROCEDURES and POLICIES

### 8 9 **20.1 Qualifications for Promotion**

10  
11 20.1.1 Selection for interview, promotion and transfer is made on the  
12 basis of education, experience, training, skills, other abilities, and job  
13 performance. When these criteria are equal, seniority will be the deciding  
14 factor.

15  
16 20.1.2 Qualified bargaining unit employees within the division and  
17 department will be given first consideration when a vacancy occurs.

### 18 19 **20.2 Temporary Upgrades**

20  
21 20.2.1 The City may temporarily assign an employee to perform the  
22 duties of another position if the employee is qualified to temporarily  
23 assume the duties of the assignment. Upgrade assignments shall be  
24 rotated within the work unit among qualified personnel as equitably as  
25 possible.

26  
27 20.2.2 The upgrade pay will be as follows:

28  
29 20.2.2.1 Any employee assigned by management who temporarily  
30 performs all of the duties and assumes all of the responsibilities of  
31 a position within the White Collar bargaining unit graded higher  
32 than the one the employee holds will receive a 10% increase.

33  
34 20.2.3 The City will discourage frequent assignment of employees below  
35 their regular classification and shall not lower a person's pay if he/she is  
36 temporarily assigned the duties of a lower classification.

### 37 38 **20.3 Classification/ Recognition**

39  
40 20.3.1 The City will not engage in reclassification actions, the result of  
41 which would be to remove classifications from the bargaining unit to  
42 classifications outside the bargaining unit without first giving notice and  
43 providing input from the Union. If any disputes exist as to the exclusion of  
44 a re-evaluated or reclassified position from the bargaining unit, the parties  
45 shall submit their respective positions to the City Labor/Management  
46 Relations Board for final decision. This is not intended to apply to or

1 prohibit the updating or modification of job descriptions that exist and  
2 continue to remain in this bargaining unit. The parties agree that Section  
3 3-2-5 and 3-2-15 of the Labor-Management Relations Ordinance applies  
4 to classification of bargaining unit employees.  
5  
6

## 7 21. PERFORMANCE EVALUATIONS and APPRAISALS

8

9 21.1 Any employee may review a negative performance evaluation  
10 appraisal through the chain of command up to the Department Head. An  
11 employee shall not be required to sign a negative performance evaluation  
12 appraisal.  
13

## 14 22. PERSONNEL FILES and RECORDS

15

### 16 **22.1 Employee Records**

17

18 22.1.1 A copy of any material pertaining to an employee's performance or  
19 to disciplinary actions to be placed in the employee's personnel file must  
20 be presented to the employee for signature and review.  
21

22 22.1.2 All employees shall be allowed to review the contents of their  
23 personnel file during normal working hours (8:00 am to 5:00 pm) with the  
24 exception of medical files. Reasonable requests for copies or documents  
25 in the file shall be honored and reasonable charges made for such copies.  
26

27 22.1.3 Only the file kept in the Human Resources Department will be  
28 used for interdepartmental interviews.  
29

30 22.1.4 For the purposes of interviews, working files may be viewed by  
31 departmental authorized personnel. Departmental working files will be  
32 viewed by employees upon request to their immediate supervisor at a time  
33 mutually agreeable to by both parties. Departmental working files may be  
34 purged once a year by the Division Manager or Departmental Director. For  
35 the purposes of material to be placed in an employee's personnel file,  
36 documents will be signed by the employee and management as to receipt  
37 of that document. This will only signify that the employee has read and  
38 received a copy of that document.  
39

40 22.1.5 Human Resources Department files are a permanent record of an  
41 employee's performance with the City of Albuquerque. Such files will not  
42 be purged without the authorization of the Mayor or his designee.  
43

## 44 23. CONDITIONS of EMPLOYMENT

45

### 46 **23.1 Workplace Conduct**

47

23.1.1 The City and the Union mutually agree to comply with applicable City policy concerning workplace conduct. Employees shall not use insulting, abusive or offensive language toward the public or co-workers. Ethnic or sexist jokes, slurs and other comments or actions that might embarrass or offend others are prohibited. Employees shall not harass others by making sexual advances or by creating an intimidating or offensive working environment or by making false accusations regarding such conduct. Display of visual materials that may be sexually or racially offensive is also prohibited.

23.1.2 Other prohibited workplace behavior includes intimidation, verbal threats, physical assault, vandalism, arson, sabotage, the unauthorized display, possession or use of weapons in the workplace, jokes or comments regarding violent acts which are reasonably perceived to be a threat, or any other behavior reasonably perceived to be a threat of imminent harm against an employee or member of the general public.

## **23.2 Drug Testing**

23.2.1 The City and the Union agree that establishing a drug free workplace is a priority that requires the cooperation of the parties. To that end, the parties will meet with the Substance Abuse Policy Review Board, Human Resources Department, Risk Management Division and the Legal Department to discuss problems and possible changes to the current testing procedures. The City will provide necessary training to employees regarding drug testing policies and procedures. The Union will be given the opportunity to provide input to improve the effectiveness of employee training efforts.

23.2.2 The City will comply with all applicable Federal, State and City laws.

## **24. DISCIPLINE and INVESTIGATIONS**

### **24.1 Disciplinary Actions**

24.1.1 Employee investigations and notices of contemplated disciplinary actions shall be implemented in the following manner:

24.1.1.1 If an employee is not placed on investigation, disciplinary process shall be initiated against an employee no later than ten (10) work days after the employee's supervisor knew or reasonably should have known of the act that caused the disciplinary action to be initiated.

24.1.1.2 For the purposes of this provision only, "initiated" shall mean the written communication of a notice of contemplated disciplinary action to the employee.

1 24.1.2 In the event discipline is to be implemented, action will be initiated  
2 within ten (10) working days of the commission, omission or discovery of  
3 the act. In cases requiring lengthy investigation, disciplinary action will not  
4 be initiated until the facts have been established.  
5

6 24.1.3 A hearing shall be convened to allow the employee and the  
7 employee's representative the opportunity to explain the reasons for the  
8 employee's actions or lack of action, which may result in disciplinary action  
9 other than an oral reprimand. In notifying the employee of the measure of  
10 discipline to be imposed, it is recognized that the employee has the right  
11 to have Union representation. Within 72 hours prior to the pre-  
12 determination hearing the employee and the employee's representative  
13 will be allowed the opportunity to review all evidence relevant to  
14 allegations/charges against the employee. The employee may request  
15 copies of evidence. Management will make a reasonable effort to  
16 accommodate such requests, at the employee's expense.  
17

18 24.1.4 The City may discipline employees for just cause. The level of  
19 discipline shall be commensurate with the level of the infraction, taking  
20 into consideration the operational requirements of the employee's work  
21 unit. Management shall evaluate options for imposing progressive  
22 discipline prior to the issuance of written reprimands and suspensions.  
23

24 24.1.5 City management is encouraged to utilize positive corrective action  
25 as a method of aiding employees in avoiding work rule violations and  
26 assisting in employee development. Although the parties hope that such  
27 corrective action will be a positive interaction between the employee and  
28 management, it may also be used to demonstrate management's attempts  
29 to improve the employee's performance.  
30

31 24.1.6 If management has a need to correct an employee regarding the  
32 employee's conduct or to correct the handling of the employee's work it  
33 shall normally be done in private. If a problem on this issue arises, the  
34 Union shall initiate a meeting with the Office of Employee Relations to  
35 attempt to resolve the concerns at the earliest opportunity.  
36

37 24.1.7 In cases where management determines a suspension is  
38 warranted, they are encouraged to utilize the provisions of the Merit  
39 System Ordinance that allows for working suspensions of up to 5 days.  
40 Management shall determine whether or not the suspension of up to 5  
41 days is with or without pay.  
42

43 24.1.8 Prior to the identification of discipline to be imposed by  
44 management, the employee on the employee's own will be given the  
45 opportunity to prescribe his/her own discipline. If the employee's proposal  
46 is accepted by management, the issue shall be considered settled and the  
47 action shall not be grieved.

24.1.9 Prior to the filing of an appeal the Union President/Designee shall attempt to resolve the discipline imposed. An extension of the ten (10) day time frame may be agreed upon by both parties.

## **24.2 Investigations**

24.2.1 If the employee's supervisor decides to conduct an investigation, the supervisor shall submit a written notification of investigation to the affected employee no later than ten (10) work days after the supervisor knew or reasonably should have known of the act that the investigation is being initiated.

24.2.2 An employee disciplinary investigation shall normally not exceed ninety (90) days from the date an employee receives a notice of investigation as cited in paragraph 3 herein. The affected employee or the Union, if designated by the employee, may request periodic verbal status reports on the investigation from the employee's supervisor. The requests will be granted provided the supervisor shall not be required to provide information that might jeopardize the investigation process. If the investigation exceeds ninety (90) days, the employee shall receive a written notice of the extension from the employee's supervisor, or the supervisor's designee, no later than ninety (90) days after the employee received the initial notice of investigation.

## **25. GRIEVANCE and APPEAL PROCEDURES**

### **25.1 Grievance Procedure**

25.1.1 Nothing in this Agreement shall prevent any employee from instituting or pursuing any grievance on the employee's own behalf or with the assistance of the Union, in accordance with the provisions of the Merit System Ordinance.

25.1.2 The aggrieved employee may have Union representation at any step in the grievance process.

25.1.3 As a condition of employment, employees are required to appear as witnesses in grievance hearings when requested by the aggrieved employee or by the City. Requests for the appearance of witnesses will be made through the Office of Employee Relations. An employee called as a witness during working hours shall be paid at the employee's regular rate of pay. The employee will be required to return to work when he/she is no longer needed as a witness.

25.1.4 Employees called as witnesses during time off shall be paid at straight time for the time spent at the hearing by whichever party is

1 requiring the employee to appear. This time is not considered time worked  
2 for the purpose of computing overtime compensation.

3  
4 25.1.5 An officer or steward will be allowed reasonable time off with pay  
5 to represent an employee during a pre-determination or grievance  
6 hearing.

7  
8 25.1.6 The Union President and the Office of Employee Relations will  
9 meet as necessary to review the disciplinary actions, pending grievances,  
10 and other matters of mutual concern in an attempt to resolve these  
11 problems informally.

12  
13 25.1.7 In lieu of scheduling a pre-determination hearing, an employee and  
14 the employee's department director may agree in writing to attempt to  
15 resolve a disciplinary action through mediation, as coordinated through the  
16 City Legal Department. Discipline will be resolved and concluded by  
17 mutual agreement.

18  
19 Mediation may be invoked by the parties by mutual agreement at any step  
20 during the Grievance procedure. Any pending timelines at that time shall  
21 be suspended during the course of mediation without prejudice to either  
22 party.

23  
24 25.1.8 If an employee wishes to appeal a termination disciplinary action  
25 that is subject to the Grievance Procedure, the employee shall elect to use  
26 this Grievance Procedure or the City's Merit System Ordinance to appeal  
27 the action. If the employee decides to use the City's Merit System  
28 Ordinance to appeal a termination disciplinary action, the employee shall  
29 appeal the disciplinary action in writing and in accordance with the Merit  
30 System Ordinance no later than ten (10) days after the employee receives  
31 the written notice of disciplinary action. An employee who decides to use  
32 this Agreement's Grievance procedure to appeal a termination disciplinary  
33 action shall appeal the disciplinary action by filing a written grievance no  
34 later than fourteen (14) days after the employee received the written  
35 notice of disciplinary action. If the employee decides to use this  
36 Agreement's Grievance procedure to appeal the termination disciplinary  
37 action, the employee may not also use the Merit System Ordinance to  
38 appeal the action. If the employee utilizes the Merit Systems Ordinance  
39 appeal procedures, the employee may not use this Agreement's  
40 Grievance Procedure appeal procedures. This decision shall be  
41 irrevocable. If the Union, at a later date, decides that the employee's  
42 grievance is not meritorious and withdraws the grievance, the employee  
43 may not submit an appeal through the Merit System Ordinance. The  
44 provision set forth herein shall not conflict with any state or federal law.  
45

1 25.1. 9 A grievance shall be defined as an alleged violation of a specific  
2 provision of this Agreement. Discipline grievances shall be appealed in  
3 accordance with the City's Merit System Ordinance. A grievance shall be  
4 filed in writing with the employee's department director no later than ten  
5 (10) working days after the employee knew or reasonably should have  
6 known that a grievance has occurred. No later than ten (10) working days  
7 after the director receives the written grievance, the director shall submit a  
8 written response to the Union. A copy will be sent to the Employee  
9 relations Officer.

## 10 **25.2 Appeals**

11  
12  
13 25.2.1 If an employee or the Union is not satisfied with the director's  
14 written disposition, or if the department director does not submit the  
15 director's decision within the ten (10) work day time limit set forth above,  
16 the Union may appeal the grievance to the Employee Relations Director  
17 no later than ten (10) working days after the employee or Union received  
18 the written disposition or the deadline for the director to issue the  
19 disposition has expired, whichever comes first. The Employee Relations  
20 Director shall meet with the grieving employee and the Union no later than  
21 fifteen (15) working days after the Employee Relations Officer receives the  
22 appeal.

23  
24 25.2.2 The Employee Relations Officer will issue a written disposition on  
25 the grievance to the Union and the department director no later than ten  
26 (10) working days after the close of the Employee Relations Officer's  
27 meeting cited above.

28  
29 25.2.3 If the Union is not satisfied with the Employee Relations Officer's  
30 written disposition, or if the Employee Relations Officer does not submit  
31 the Officer's written decision within the ten (10) working day time limit set  
32 forth above, the Union may appeal the grievance to the City's Labor-  
33 Management Relations Board. The parties will thereafter comply with the  
34 Board's rules and procedures.

35  
36 25.2.4 If the Union is not satisfied with the CAO's written disposition  
37 regarding a termination, the grievance may be submitted by the Union to  
38 final and binding arbitration by the Union but not by the individual grievant  
39 within fifteen (15) working days after receipt of the written response by the  
40 CAO.

41  
42 25.2.5 Within fifteen (15) working days of the written demand for  
43 arbitration, the Union shall make a request for a panel of seven (7)  
44 arbitrators from the Federal Mediation and Conciliation Service (FMCS)  
45 unless the parties by such time agree upon an arbitrator.  
46



1 25.2.6 Within fifteen (15) working days after receipt of a list of arbitrators,  
2 the parties shall confer to select the arbitrator. The Union and the City  
3 alternately eliminating names shall make the selection. The last name  
4 remaining shall be the arbitrator. The parties shall flip a coin to determine  
5 who shall strike the first name. If either party fails or refuses to strike a  
6 name from the list, the other party may request that the FMCS unilaterally  
7 appoint an arbitrator to hear the matter. Once an arbitrator is either  
8 selected by the parties or appointed by the FMCS, the arbitrator shall have  
9 full jurisdiction.

10  
11 25.2.7 The decision of the arbitrator shall be based upon the facts  
12 established by the testimony and documents presented in the case. The  
13 arbitrator shall no power to add to, subtract from, alter or modify any of the  
14 terms of this Agreement, but may give appropriate interpretation or  
15 application to such terms and apply appropriate relief. The arbitrator shall  
16 not have authority to make an award which includes a fine or other  
17 punitive damages or an award of attorney's fees. Each party shall pay  
18 one-half (1/2) of the arbitrator's fees and expenses. The arbitrator's  
19 decision shall be final and binding upon the parties subject to the laws  
20 of the State of New Mexico. In arbitrations challenging a disciplinary  
21 action, the City shall have the initial burden of proof. If the Union  
22 initiates a suitable agreement before arbitration, and the City declines  
23 the offer, the City will pay the full cost of the arbitration if the City  
24 loses the case. If the arbitrator orders reinstatement of the employee,  
25 the arbitrator's back pay award shall be limited to pay and benefits for  
26 time lost less any compensation the employee earned after the  
27 termination.

28  
29 25.2.8 The Union may use either the Labor Board or binding  
30 arbitration for resolution of alleged contract violations, other written  
31 agreements and all discipline related grievances to the extent set forth  
32 herein. During each year of this Agreement, the Union may use  
33 binding arbitration for a maximum of five (5) alleged contract violations  
34 and/or discipline related grievances other than terminations.  
35 Terminations are address under earlier provisions of Section 25 of this  
36 Procedure. Once the Union requests a panel of arbitrators, that action  
37 shall be counted as one arbitration for purposes set forth here.

38  
39 25.2.9 Alleged violations of the commitments set forth in the second  
40 paragraph of the Preamble may be appealed to the City's Equal  
41 Employment Office (EEO) for redress. If the employee is not satisfied  
42 with the EEO's disposition of the issue, the employee may appeal the  
43 issue to the appropriate federal or state agency or, if Administrative  
44 Instruction 7-18 is alleged to have been violated and if the protection  
45 alleged to have been violated does not fall under the jurisdiction of a

state or federal agency, the issue may be appealed through this Agreement's Grievance Procedure.

## **26. EMPLOYEE REIMBURSEMENTS**

### **26.1 Per Diem and Mileage Reimbursements**

26.1.1 Employees required to use their own vehicles in the performance of official City duties will be paid mileage reimbursement in accordance with State Law and City Policy.

### **26.2 Other Employee Reimbursements**

26.2.1 If a department requires employees to wear a uniform, the City will provide the uniforms or make other arrangements with uniform vendors to provide the uniforms. Employees currently receiving a uniform allowance will continue to receive it at the current rate, \$600 per year prorated on a biweekly basis, through the term of this agreement. It is understood by the employee that failure to comply with the uniform policy may result in disciplinary action.

26.2.2 If an employee's eyeglasses, contact lenses or hearing aids are damaged as a direct consequence of performing the employee's job duties and also are not due to the employee's negligence, the City will reimburse the employee at a reasonable cost.

## **27. EMPLOYEE LIABILITY COVERAGE - This section intentionally left blank**

## **28. EMPLOYEE ASSISTANCE PROGRAMS - This section intentionally left blank**

### **28.1 Employee Assistance Program**

### **28.2 Critical Incident Stress Debriefing**

## **29. EMPLOYEE VEHICLE USAGE - This section intentionally left blank**

## **30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION - This section intentionally left blank**

## **31. FIREARMS - This section intentionally left blank**

## **32. CITY PROVIDED EQUIPMENT and TOOLS - This section intentionally left blank**

32.1 Storage will be provided by the City for City equipment.

1 **33. EMPLOYEE INCENTIVE PROGRAMS - This section intentionally left**  
2 **blank**

3  
4 **33.1 Employee Recognition Program**

5  
6 **33.2 Sick Leave Incentive Program**

7  
8 **34. EMPLOYEE PAYROLL DEDUCTIONS - This section intentionally left**  
9 **blank**

10  
11 **35. LAYOFF/ REDUCTION IN FORCE and RECALL**

12  
13 **35.1 Layoffs and Recalls**

14  
15 35.1.1 If it becomes necessary to have a reduction in the work force in the  
16 City, employees will be laid off in reverse order of seniority within  
17 classification. Seniority for the purposes of Layoff and Recall is defined as  
18 a full-time permanent employee with the City (date of hire) applied to the  
19 classification held. Seniority will be retained in any previously held  
20 classification.

21  
22 35.1.2 The City shall notify the Union at least thirty (30) days prior to any  
23 reduction in force. The Union will be afforded the opportunity to meet with  
24 the City to discuss the circumstances requiring the layoff and any  
25 proposed alternatives. Employees laid off due to a reduction in work force  
26 will be called back to work by classification in their seniority order.

27  
28 35.1.3 Laid off employees have the responsibility of keeping the City  
29 informed as to their correct mailing address. The City will advise the  
30 employee to be recalled by certified or registered United States Mail. A  
31 copy of such recall notice will be furnished to the President of the  
32 Albuquerque Clerical and Technical Employees Union. An employee upon  
33 receiving notice of recall, will, within seven (7) working days, acknowledge  
34 receipt by certified or registered mail advising the Director of Human  
35 Resources of the date he/she will be available for service, which available  
36 date must not be later than thirty (30) calendar days from the date the  
37 employee receives the recall notice. Employees failing to comply with this  
38 section will forfeit their recall rights. It is understood that the City will have  
39 discharged its obligation of notification to laid off employees by having  
40 forwarded the recall notice as herein outlined. Employees shall retain  
41 seniority held at time of layoff.

42  
43 35.1.4 The CAO and the Director of the Human Resources Department  
44 are responsible for approving all layoffs and offering transfers or  
45 placement offers to employees facing layoff. Employees in layoff status  
46 will be terminated two (2) years from the effective date of layoff if they

1 have not been placed or upon refusal to accept an offer of placement into  
2 a position of equal grade or comparable pay.

3  
4 35.1.5 No new employee will be hired in the C series jobs until all laid off  
5 qualified employees in the bargaining unit have been given the opportunity  
6 to return to work. Employees will be given notice of ten (10) working days  
7 prior to being placed on layoff status.

8  
9 35.1.6 An employee downgraded from one position to another due to a  
10 reduction in workforce will be placed on the step of the new grade which  
11 provides an hourly rate that is as close as possible to the hourly rate the  
12 employee was paid at the at the employee's former grade. The employee,  
13 however, shall not receive a higher hourly rate at the new grade and step  
14 than the employee received at the employee's old grade and step unless  
15 the Human Resources Director, at the Director's sole discretion, places  
16 the employee at a higher rate.

17  
18 35.1.7 Laid off employees can bid on City advertisements.

19  
20 **36. RESIGNATION and RETIREMENT - This section intentionally left blank**

21  
22 **37. RULES and REGULATIONS - This section intentionally left blank**

23  
24 **38. PRIVATIZATION and CONTRACTING OUT**

25  
26 **38.1 Contracting for Services**

27  
28 38.1.1 If the Employer anticipates the contracting out of Employer  
29 services on a permanent basis that have historically been performed by  
30 bargaining unit employees, the Employer shall notify the Union President  
31 in writing of the Employer's intentions no later than thirty (30) days prior to  
32 implementing the anticipated action or when the issue is included in the  
33 Mayor's annual budget request.

34  
35 38.1.2 The Union may request to meet and confer with the Employer to  
36 discuss the anticipated action prior to implementation. The request shall  
37 be granted.

38  
39 38.1.3 Upon request, the Employer shall provide data and other  
40 information in the Employer's possession that is related to the anticipated  
41 action and that will assist the Union in its development of a response to  
42 the Employer's action.

43  
44 38.1.4 The Union shall be allowed the opportunity to present arguments  
45 and data to the Employer to counter the Employer's anticipated action  
46 prior to the Employer's anticipated action.

38.1.5 If the Employer decides to issue a request for proposals (RFP) for contracting out the services, the Union shall be provided with a copy at the same time other vendors are provided a copy.

38.1.6 The City agrees to contract out bargaining unit positions only as necessary to meet staffing shortages. This provision applies to the utilization of both City temporary employees and temporary employees employed by an outside agency (e.g. Westaff, etc.) who are contracted to work in City-run facilities or services. The Union will conduct an annual review of contracted positions commencing in January. The Union and the Office of Employee Relations will meet and confer where conflicts arise pertaining to contracted positions.

**39. STRIKES and LOCKOUTS - This section intentionally left blank**

**40. GENERAL ADMINISTRATIVE PROVISIONS This section intentionally left blank**

**40.1 Non-Discrimination**

**40.2 Memoranda of Understanding (MOU)**

**40.3 Complete Agreement/ Zipper Clause**

40.3.1 It is understood and agreed by and between the parties hereto agree that this Agreement is the only existing agreement between the parties and that this Agreement replaces any and all previous agreements.

**40.4 Savings Clause**

40.4.1 Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected Should this occur, the parties will immediately meet to negotiate a suitable provision to replace the provision held invalid.

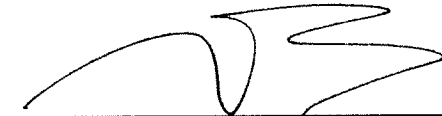
**40.5 Term of Agreement**

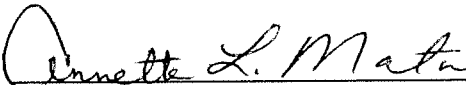
40.5.1 The terms and conditions of the Agreement shall continue in full force and effect commencing at 12:01am on July 19, 2008 and terminate at 12:00 midnight on June 30, 2009 Should neither party to this Agreement request the opening of negotiations as provided in the Labor-Management Relations Ordinance No. 67-1977, as amended, this Agreement and the conditions herein shall continue in effect from year to year.

1  
2 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the  
3 signatures of their authorized representatives on this 13th day of  
4 October, 2008.  
5

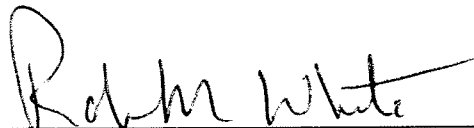
6  
7 CITY OF ALBUQUERQUE

AFSCME

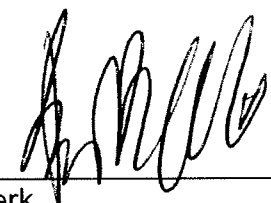
8  
9  
10   
11 \_\_\_\_\_  
12 By: Martin J. Chavez, Mayor  
13 City of Albuquerque  
14

15  
16   
17 \_\_\_\_\_  
18 By: Annette L. Mata, President  
19 AFSCME Local 2962  
20

21 Form Reviewed by Legal Department

22   
23 \_\_\_\_\_  
24 By: Robert White  
25 City Attorney  
26

27 (Seal)

28   
29 \_\_\_\_\_  
30 City Clerk

## APPENDIX A

The City and AFSCME Local 2962 agree to re-format the Collective Bargaining Agreement in accordance with the Agreement format proposed by the City.

If either party identifies a provision(s) incorporated in the 2006 - 2008 Agreement that has not been incorporated in the new format or has been incorrectly written into the new format, the parties agree to correct the error(s).

This commitments will exist during negotiations for a successor Agreement and after a tentative Agreement has been ratified.





APPENDIX B

MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF ALBUQUERQUE AND AFSCME 2962

WHEREAS the collective bargaining agreement between the Albuquerque Police Department was amended to provide for police dispatchers to receive 15% for trainer's pay, only when assigned to be engaged in training duties;

NOW  
THEREFORE for the purposes of calculating trainer's pay, the union and the Albuquerque Police Department agree to compensation at 15%.

